

| | | | | | | | |
|--|--|--|---------------------|---|------------------------|-------------------------------|------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | | 1. CONTRACT ID CODE | | PAGE OF PAGES 1 3 | | |
| 2. AMENDMENT/MODIFICATION NO. 0003 | | 3. EFFECTIVE DATE July 30, 2002 | | 4. REQUISITION/PURCHASE REQ. NO. N/A | | 5. PROJECT NO.(If applicable) | |
| 6. ISSUED BY DEFENSE ENERGY SUPPORT CENTER 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VA 22060-6222 BUYER/SYMBOL -- SANDRA SHEPHERD/DESC-PEC PHONE - (703) 767-9544 P.P 1.8A | | | | 7. ADMINISTERED BY (If other than Item 6) | | | CODE |
| 8. NAME AND ADDRESS OF CONTRACTOR (NO., street, city, county, State, and ZIP Code) | | | | 9a. AMENDMENT OF SOLICITATION NO. SP0600-02-R-0105 | | | |
| | | | | 9b. DATED (SEE ITEM 11) 07 MARCH 2002 | | | |
| | | | | 10a. MODIFICATION OF CONTRACT/ORDER NO. | | | |
| | | | | 10b. DATED (SEE ITEM 13 | | | |
| CODE | | FACILITY CODE | | | | | |
| 11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS | | | | | | | |
| <p>[X] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is [] extended, is not [X] extended</p> <p>Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>ONE (1)</u> copies of the amendment;(b) By acknowledging receipt of this amendment on each copy of the offer submitted; or(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p> | | | | | | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A | | | | | | | |
| 13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14. | | | | | | | |
| A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. | | | | | | | |
| B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b) | | | | | | | |
| C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: | | | | | | | |
| D. OTHER (Specify type of modification and authority) | | | | | | | |
| E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return _____ copies to the issuing office. | | | | | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) | | | | | | | |
| ITALY PC&S | | SP0600-02-R-0105 | | PURCHASE PROGRAM 1.8A | | | |
| A. ATTENTION OFFERORS: Block 11 of this Standard Form (SF) 30 provides pertinent information as to acknowledging receipt of this amendment. | | | | | | | |
| Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect. | | | | | | | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | | | 16A. NAME OF CONTRACTING OFFICER | | | |
| 15B. NAME OF CONTRACTOR/OFFEROR | | 15C. DATE SIGNED | | 16B. UNITED STATES OF AMERICA | | 16C. DATE SIGNED | |
| BY _____ (Signature of person authorized to sign) | | | | BY _____ (Signature of Contracting Officer) | | | |

a. Clause B1.05.100 is amended as follows:

1) For Line Item 800-46, Aviano, AB, reduce the number of tanks from 1,022 to 850 and the 3 year estimated quantity by 1,525,000 Liter from 8,025,000 Liter to 6,500,000 Liter. The new delivery narrative is as follows:

800-46 FUEL OIL, BURNER #2 (FS2)
PORTS ACTIVE
AVIANO MWR HOME HEATING FUEL SALE

TANK TRUCK (TT), W/PUMP, METER, AND ADEQUATE
HOSES (AS REQUESTED BY ORDERING OFFICER). INTO
850 TANKS OF VARIOUS SIZE (500 TO 5,000 LT
CAPACITY) WITH TOTAL CAPACITY OVER 2,337,500
LITERS. ESTIMATED MONTHLY DELIVERY IS 450,000
LITERS.
NOTE: THE HOUSING SITES UNDER ITEM 800-46 ARE LOCATED
IN THE REGIONS OF FRIULI-VENEZIA GIULIA AND VENETO.

2) Establish Line Item 800-461, Aviano AB with an estimated 3 year quantity of 1,525,000 Liter.

800-461 FUEL OIL, BURNER #2 (FS2)
PORTS ACTIVE
AVIANO GOVERNMENT RENTED HOUSING PROGRAM

TANK TRUCK (TT), W/PUMP, METER, AND ADEQUATE
HOSES (AS REQUESTED BY ORDERING OFFICER). INTO
150 TANKS OF VARIOUS SIZE 500 TO 5,000 LT
CAPACITY) WITH TOTAL CAPACITY OVER 412,500
LITERS.
ESTIMATED MONTHLY DELIVERY IS 96,000 LITERS.
NOTE:
THE HOUSING SITES UNDER ITEM 800-461 ARE LOCATED
IN THE REGIONS OF FRIULI-VENEZIA GIULIA AND
VENETO.

b. Clause F4, DELIVERY AND ORDERING PERIODS, is changed as follows:

- (1) Ordering period begins: Date of Award and ends 30 September 2005
- (2) Delivery period begins: 01 October 2002 and ends 30 days after the ordering period.

c. Clause F30.01, ORDERING AND PAYING OFFICERS, is changed for the Line Items 514-27, 514-34, 515-46, 516-46, 535-46, 543-34, 547-27, 547-34, 555-46, 557-46, 558-46, 560-46, 561-46, 579-34, 580-34, 610-27 and 610-34 only. The payment office address is as follows:

DEFENSE FINANCE AND ACCT. SVCR
COLUMBUS CENTER
ATTN: DFAS-BVDFP/CC
P.O. BOX 182317
COLUMBUS, OHIO 43218-6252
FAX (614) 693-0671

d. Clause M19.01.100, EVALUATION OF GOVERNMENT AGGREGATE GROUPS, paragraph (c), delete the following sentence:

“It is assumed for the purposes of evaluating offers that the Government will incur \$106,600 in additional Italian tax exemption management costs associated with awarding multiple contracts under the Italy PC&S program.”

e. Add Clause I285, SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY. The clause in full text is as follows:

**I285 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT
OF A TERRORIST COUNTRY (MAR 1998)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or a subsidiary of a firm, that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs as being ineligible for the award of Defenses contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(DFARS 252.209-7004)